

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
SOUTHWESTERN DIVISION**

Milwaukee Casualty Insurance Company)	
and Center Mutual Insurance Company,)	
)	ORDER OF DISMISSAL
Plaintiffs,)	
)	
vs.)	
)	
Duwayne Hand and Shelly Hand,)	
individually and as trustees for the estate of)	Case No. 1:07-cv-103
Jordan Hand; Wayne Schuman and)	
Schuman, individually and as trustees for)	
the estate of Zachary Schuman,)	
)	
Defendants.)	

Before the Court is a “Stipulation of Facts” filed by the parties on January 28, 2008. See Docket No. 10-2. On January 14, 2007, a 1999 Chevrolet K1500 Tahoe owned by Wayne Schuman was involved in a one-vehicle accident near Marmarth in Bowman County, North Dakota. Zachary Schuman and Jordan Hand were the only occupants of the vehicle. Both were ejected from the vehicle and died at the scene from injuries sustained during the accident. Milwaukee Casualty Insurance Company and Center Mutual Insurance Company have agreed that Milwaukee Casualty has primary liability insurance coverage on the vehicle in the amount of \$100,000, and Center Mutual has excess liability insurance coverage in the amount of \$100,000. The total liability coverage available is \$200,000.

All parties have stipulated and agreed that Zachary Schuman was the driver of the 1999 Chevrolet K1500 Tahoe at the time of the accident on January 14, 2007. Wayne Schuman and Suzanne Schuman, individually and as trustees for the estate of Zachary Schumann, have by stipulation expressly waived any claim that Jordan Hand was the driver of the 1999 Chevrolet K1500 Tahoe at the time of the accident, or that Jordan Hand was in any manner negligent or at fault

in causing the motor vehicle accident.

The parties have further stipulated and agreed that all claims for no-fault benefits have been paid or disposed of pursuant to Chapter 26.1-41 of the North Dakota Century Code. The parties request that the Court enter judgment as follows:

1. That each Defendant is permanently enjoined from instituting any other actions against Plaintiffs for the recovery of any amounts of the insurance policies arising from the motor vehicle accident on January 14, 2007;
2. That the Plaintiffs are discharged from all liability arising from the insurance policies and the subject accident except for the amount of \$200,000, such amount being deposited with the Court pursuant to rule 67 of the Federal Rules of Civil Procedure and Local Rule 67.2; and
3. That Duwayne Hand and Shelley Hand, individually and as trustees for the estate of Jordan Hand are entitled to the money due under the policies.

The Court **ADOPTS** the parties' stipulation of facts (Docket No. 10-2) and **ORDERS** as follows:

1. That each Defendant is permanently enjoined from instituting any other actions against the Plaintiffs for the recovery of any amounts of the insurance policies arising from the motor vehicle accident on January 14, 2007;
2. That the Plaintiffs are discharged from all liability arising from the insurance policies and the subject accident except for the amount of \$200,000; and
3. That Duwayne Hand and Shelley Hand, individually and as trustees for the estate of Jordan Hand, are entitled to the money due under the policies.

The Court declines to order that the funds be deposited with the Court. The Court **ORDERS** that Milwaukee Casualty Insurance Company and Center Mutual Insurance Company shall each issue a separate settlement draft and shall each directly pay Duwayne Hand and Shelley Hand, individually and as trustees for the estate of Jordan Hand, the sum of \$100,000, for a combined total settlement of \$200,000.

The Court further **ORDERS** that the complaint and all counterclaims shall be dismissed with

prejudice, and without costs or disbursements to any party, and that Milwaukee Casualty Insurance Company's Motion to Deposit Funds (Docket No. 12) is **DENIED** as moot.

IT IS SO ORDERED.

Dated this 7th day of February, 2008.

/s/ Daniel L. Hovland

Daniel L. Hovland, Chief Judge
United States District Court